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## *Services Agreement / Statement of Work*

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### **1. Pre-Deployment Activities**

Subject to DIR Contract No. DIR-TSO-2716 and all Appendices and Exhibits to said contract, FREEIT and Customer will complete the activities listed below before on-site services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of services will be modified to reflect the actual operating environment.

- a) Kickoff Meeting
  - Setup Recurring Project Meeting
  - Review SOW and Assumptions
  - Review Project Plan
  - Review Change Management Plan
  - Establish a Communication Plan
- b) Checklist Review
  - High level project plan on tasks in deployment scope and assignments of people and resources needed
  - Verify equipment and Customer personnel will be on site ready for engagement
  - Verify power, staging area, and start-up requirements
  - Verify network, web domains, IP's, login access, and communication lines in place
- c) Review Instruction Script

FREEIT and Customer will mutually agree on written installation instructions at least ten (10) business days prior to the date the installation is scheduled to be performed. The installation instructions must be finalized before FREEIT can commit resources to perform the installation.
- d) Schedules

FREEIT and Customer will mutually agree in writing to a deployment schedule and group of end users that make up each schedule group ("Schedule Group"). This proposal is based on a deployment executed over consecutive business days.
- e) Data Migration
  - Verify data to be migrated is stored in a designated folder
  - The Data migration function will be performed by FREEIT technicians following detailed instructions provided by Customer.
  - Perform the data transfer between the legacy system and the new system via network connection or data transfer device.

## 2. Deployment Services

FREEIT's project manager and technical lead will manage the deployment of the new systems using standardized procedures from past experience. The following steps are included in the basic installation once the installation technician arrives on-site:

a) Shipment and On-Site Arrival

Once the technicians arrive on-site, the following additional tasks will be performed:

- Document and inventory equipment received on-site
- Verify serial numbers
- Notify customer of any discrepancy or damage of shipped equipment
- Un-box equipment
- Organize units for deployment
- Move equipment from staging area to installation area

b) Deployment Logistics and Information

- Number of units to be deployed
- Number of locations to deploy to
- Note any special delivery times

c) Equipment Installation Process

- Unbox the equipment
- Power up and install the equipment at the designated location
- Connect to the network and confirm binding to directory services
- Document the location of the equipment install plus the serial number, MAC address, and asset tag # into an electronic file

d) System Configurations

- Initializing and fully completing the new hardware configuration process according to the agreed upon script
- Verifying all applications are working nominally once system installation and configuration has been completed
- Configuring the specific end-user settings on each new system in accordance with the agreed to customer provided installation instructions. Average time not to exceed 20 minutes

e) Close-out Deployment Phase

- Document and provide an electronic list of assets deployed
- Customer acceptance sign-off
- Off-site disposal of deployment related trash
- Properly clean the installation and staging areas

### 3. Optional Services

FREEIT provides the following services as options. Some customers require these services as standard practice.

a) Warehouse and Delivery Services

The purpose of this service is to store customer equipment in a warehouse until required. In many cases our customers do not have enough room for a large shipment of equipment. FREEIT will store the equipment and deliver it as required per the project schedule.

- Minimum 30 days' worth of storage

b) Data Wipe Legacy Hard Drives

- Record legacy system manufacturer, model, serial and technician
- Perform a three (3) pass data-wipe of the hard-drive(s) according to local project expectations
- Record results of successful disk wipe operation including disk wipe end date/time and results. Attach tag with results to drive
- Provide summary report to customer and gain signature from customer representative on report prior to departure

c) Asset Disposition

FREEIT's project manager and technical lead will manage the asset disposition of printers. FREEIT will execute the following tasks:

- Assets will be removed from the de-installation area to a customer specified staging area
- Printers will be palletized or packaged in the staging area
- If the assets are going to be recycled or disposed of by FREEIT, the credit or price for recycling or disposing of the assets will be supplied at a later date
- If the assets contain residual value, FREEIT will pay Fair Market (FMR) rates on functional legacy equipment by a per unit rate by system type basis listed in the pricing section of this proposal. The credit will be provided to the customer 60 business days from the assets' removal
- Note: A functional unit requires that all components are in working order along with power cords/adapters and if applicable a display/monitor for each system

d) Application Load

An additional charge will be applied to a unit in the event additional applications that were missing from the image are required to be loaded per computer.

### 4. Responsibility Matrix

The following is a table outlining the responsibilities for the customer and FREEIT:

No.	Task	FREEIT	Customer
1	Receive new systems shipped through FREEIT's procurement		P
2	Verify system information prior to deployment	P	
3	Ensure adequate power is available for the workstations		P
4	Ensure all network drops are functionally and configured correctly		P
5	Provide network cables		P
6	Delivery of equipment from FREEIT warehouse to each deployment site	P	P
7	Assign a designated un-boxing and staging area in each facility		P
8	Central POC for all FREEIT service delivery issues	P	
9	Central POC for all service delivery questions		P
10	Status reports to identify project tasks, next steps and potential issues	P	
11	Manage deployment resources and coordinate activities with the customer	P	
12	Setup a regularly scheduled meeting to communicate roles, responsibilities, review assumptions and schedule activities	P	
13	Coordinate the scheduling of all necessary customer resources required for the project		P
14	Provide all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors that are necessary to support the Managed Services under this SOW		P
15	Provide asset tags		P
16	Provide FREEIT with written instructions for any special configurations that are required during the deployment		P
17	Complete a backup of all existing data and programs from the legacy hardware that is identified for replacement		P
18	Migration of any end user data		P

## 5. Assumptions

Pricing is based upon the following assumptions:

No.	General Assumptions
1	The customer and FREEIT shall assign a POC as the Project Manager and each shall have the authority in all aspects of the project
2	The Customer and FREEIT shall follow the Communication Management Plan
3	The Customer Project Manager shall obtain and provide project requirements, information, data, decisions and approvals according to the project plan unless both parties agree to a different response time and provided the information is available from the customer
4	The Customer shall provide FREEIT project personnel with reasonable and safe access to the project site and adequate office space, as required
5	The Customer Project Manager shall assist in resolving project issues and communicate issues to the appropriate persons within customer's organization, as required
6	Internet access will be available to the FREEIT technicians
7	The Customer shall provide access to and use of information, data, customer facilities, equipment, and internal resources as applicable to the project
8	The Customer shall provide all Login ID's passwords, domain specifications, and access issues prior to the scheduled services
9	Customer shall provide the technical points of contact that have a working knowledge of the enterprise components to be considered during this project. FREEIT may request that meetings be scheduled with these contacts
10	All hardware and software required for the project is on-site and ready for deployment
11	Scope of this project is based on information gathered to-date and is subject to re-scoping in the event additional tasks or technical issues arise. Any time spent beyond the projected project hours will be billed to the customer at the project staff standard hourly rate, less the DIR-TSO-2716 contract discount
12	FREEIT project team is not responsible for any application configurations malfunctions
13	FREEIT project team assumes no responsibility for unprotected data
14	Customer is responsible for removing any viruses or providing disaster recovery services
15	An elevator shall be available to transport equipment between floors
16	Customer shall provide custom scripting if required
17	Customer shall be responsible for storage configuration, performance tuning, system optimization or other similar services unless specifically noted herein

No.	Scope Assumption
1	Deployment Services for new storage technology units deployed in the same physical location
2	Units shall be deployed to customer designated facilities
3	Customer shall provide a designated staging area to receive equipment upon arrival of the FREEIT technicians
4	Customer shall provide adequate power outlets located in the equipment installation area
5	All units for each facilities deployment are delivered before or as the FREEIT technicians arrive on-site
6	Changes to the mutually agreed schedule for performance of services or modifications to the services will only be in accordance with the Change Management process set forth by FREEIT below in Section 7, Project Acceptance
7	<p>Service Hours:</p> <ul style="list-style-type: none"> <li>➤ Business Hours – Monday through Friday, 8:00 am to 5:00 pm local time (excluding State of Texas and nationally-observed holidays)</li> <li>➤ Outside Business Hours – (Monday – Friday) – (may incur an additional charge except for the Austin area*)</li> <li>➤ Weekends – (may incur an additional charge*)</li> <li>➤ Holidays – (may incur an additional charge*)</li> </ul> <p>* In accordance with DIR Contract No. DIR-TSO-2716</p>
No.	Schedule Assumption
1	Schedules will maximize the quantity of services at each customer site which are in reasonable proximity within the same building and minimize the number of return visits to each customer site
2	Installation instructions will be finalized by the parties at least 10 business days (2 weeks) prior to the date of the first scheduled deployment
3	Schedule groups will be formed to allow a consistent daily volume of services at a customer site
4	Schedule is based on eight (8) consecutive business days for deployment

No.	IT Environment and Technical Assumptions
1	FREEIT can leverage the customer's network to perform the services if required for data transfer; network is not used for batch jobs or backups which would impact delivery of services
2	All login IDs, passwords, domain specifications and personal settings for each end user are provided
3	Network infrastructure is stable and is the same across all customer sites
4	FREEIT is not responsible for application malfunctions or conflicts between customer applications
5	Migration of any user data will be the customer's responsibility

## 6. Deployment Service Pricing

The base price for the services to be performed by FREEIT, applicable cancellation and rescheduling fees for the services are listed below:

Installation & Migration Services	Per Site	Total
Project Management	Included	
Data Migration	Included	
Deployment Service	Included	
System Configuration	Included	
Total (per day):	<b>\$2000.00</b>	
<b>Optional Services</b>		
Warehouse	<b>\$8.50 per Month</b>	
Delivery Services	<b>\$8.50</b>	
Data Wipe Legacy Hard Drives	<b>\$7.50 per TB</b>	
Additional Application Load	<b>\$5.00 per Application</b>	
Asset Disposition Services	<b>TBD</b>	

### Notes:

- Prices and/or scope of services will be adjusted by FREEIT to reflect the actual operating environment if the assumptions are found to be incorrect or there is a material failure of Customer to perform its responsibilities as set forth in this SOW. Any time spent beyond the projected project hours will be billed to Customer at the Project Staff standard T&M hourly rate in accordance with DIR Contract No. DIR-TSO-2716.
- Prices exclude costs for procurement of any hardware or software.
- Prices include travel expenses in accordance with Appendix A, Section 8, F, to DIR Contract No. DIR-TSO-2716.



## 7. Project Acceptance

### 1. Change Management

When FREEIT or Customer determines that a change is necessary to refine a process, procedure, or specific responsibility identified in this SOW, the party proposing the change will document the request using the Change Request form Appendix E, provided in Project Kickoff Meeting. The request will be presented in a change management meeting where both parties will mutually agree to accept or reject the change request. This change management meeting should be within five (5) business days of the request. A conference call between both parties that addresses the change request would be considered a change management meeting as long as both parties are present.

The receiving party will review the proposed change request and determine whether the change is acceptable or requires modifications. Both parties will review the proposed change request and will (i) approve it, (ii) agree to further investigation, or (iii) reject it ("Change Management Process"). When the parties agree to the change, they will sign the Change Request form, which upon signing by both parties will constitute authorization to implement the change.

### 2. Acceptance

Customer shall either accept or reject FREEIT's Services or Work Product within a reasonable number of days from performance. For this Project SOW, Services or Work Product shall be accepted or rejected within five (5) days from performance. Services or Work Product will be deemed acceptable to Customer if it conforms in all material respects with Services described in this SOW.

#### Remedy \ Warranty

- If Customer gives notice of rejection, then FREEIT will have an additional 10 calendar days, within which to cure any deficiencies identified in writing by Customer.
- FREEIT Services have a 30 day warranty upon completion of deployment. Customer's written notification of deficiencies must occur within this 30 day period otherwise T&M rates will apply, subject to the terms of DIR Contract No. DIR-TSO-2716.

### 3. Payment Terms

FREEIT agrees to invoice Customer based on the number of service completed units on a weekly basis. Customer upon receipt of the weekly invoice agrees to make payment in accordance with Appendix A, Section 8, I, to DIR Contract No. DIR-TSO-2716.



## 8. Approval

IN WITNESS WHEREOF, The Customer and FREEIT have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of last signature below (the "Effective Date").

Customer	Freeit Data Solutions Inc.
By:	By:
Printed Name:	Printed Name: Wayne Orchid
Title:	Title: President
Date:	Date:
	<b>FREEIT Assigned Project Manager</b>
	By:
	Printed:
	Date:

Appendix E – Change Request Form

<b>Case#</b> <b>000000</b>	<b>Between:</b>	FREEIT-Customer	FREEIT-Vendor	<b>Priority</b> (select one)	Emergency, High, Medium, Low
<b>Client Name</b>	(there must be a name in this field)			<b>Date</b>	
<b>Change Manager</b>	(there must be a name in this field)			<b>Related Issue #</b>	(indicates if this was moved to the Issue/Activity log)
<b>CONTACT INFORMATION</b>					
<b>Prepared by</b>				<b>Phone Email</b>	
<b>Change Owner</b>	(there must be a name in this field)			<b>Phone Email</b>	
<b>Client/Vendor Contact</b>				<b>Phone Email</b>	
<b>DESCRIPTION OF EXISTING STATE ↓</b>					
<b>Details:</b> (Select from SOW, Clearly state process to be changed, Cite rationale for original design)					
<b>SUGGESTED CHANGE ↓</b>	<b>IMPACT →</b> Cost		<b>Schedule</b>	<b>Quality or Quantity</b>	<b>Related SOW Section</b>
<b>Details:</b> (Include Rationale, Scope of Change, Specific requirements to be implemented Identify personnel changes)					
<b>IMPACT ↓</b>					
<b>Details:</b> (Include: Itemized Costs, Specific New schedule,)					
<b>Total Cost of this Change</b>	\$	<b>Paid By →</b> (keep all that apply)	VENDOR/SUPPLIER	CUSTOMER	FREEIT
<b>SELECT ONE →</b>	<b>This change is:</b>	<b>Accepted</b>	date	<b>Rejected</b>	date
		<b>On Hold</b>	date	<b>*Revise</b>	date
<b>*REVISIONS TO SUGGESTED CHANGE OR REASON FOR REJECTION AND NEXT STEPS</b>					
(include date and explanation-submit to Change Manager for re-consideration---Significant changes must be approved by either the Change Review Board or the Solution Design Center)					

<b>FREEIT</b>		<b>CUSTOMER/VENDOR</b>	
<b>Signature</b>		<b>Signature</b>	
<b>Name</b>		<b>Name</b>	